

**CONTRACT
222**

**Hypothek
Bank**

Legal Description:
W1/2SE

Section 4
Township 10 South
Range 17 East

Legend

- Man Holes
- Observation Wells
- Tunnel Portals
- Vertical Shafts
- Wells
- Drains
- Tunnels
- City Limits
- Canals
- Roads
- Section Line
- Parcels



This map is for informational and reference purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data, and information sources to ascertain the usability of information.

222

Hypothek-bank

4-10-17

A G R E E M E N T .

DRAINAGE BY COOPERATION.

THIS AGREEMENT, Made this 12th day of January, 1924, by and between Wm. R. K. Hypothermouk of Spokane wa, Idaho, party of the first part, called the "Owner," and the TWIN FALLS CANAL COMPANY, an Idaho Corporation, of Twin Falls, Idaho, party of the second part called the "Company."

WHEREAS, the following described land belonging to the owner to wit: 80.20 acres in the N 2 E 2 Sec 4 T 10 R 17 E 2 S 1, is at present being threatened by seepage, and whereas, the owner is about to install a drainage system, comprising ditches, tile, drains, and drainage wells on and near said land under the direction of the Company's engineer in an effort to determine the effect of such works in draining said lands.

NOW, THEREFORE, in consideration of the premises it is hereby agreed:

(1) That the Company may at its option and under the direction of said engineer locate the lines upon which said drainage works shall be installed, the number, size, depth, character and location of trenches, drain tile, wells, etc., and shall have the right to enter on said lands and do any and all things reasonably necessary in the furtherance of said work. That any person or persons whose land depend upon these works for drainage shall have the right to enter on these lands to join to, reconstruct and repair or maintain these drains.

(2) That no willows or poplar trees are permitted by the owner to grow within one hundred (100) feet of these tile lines.

(3) That the owner will protect the tile lines against any and all damage resulting from filling with roots or filling up open outlets, or the breaking into the tile by surface waters or from any other cause.

(4) That the owner shall excavate the trenches, deliver and lay the tile, join the wells thereto, cover the joints of the tile with sand, fill and properly puddle the trench all under the direction of the Company's engineer.

(5) That the Company shall pay to the owner the sum of 27¢ per cu. yd., for such trench excavation in earth, gravel or loose rock that can be handled with pick and shovel, that shall be found of the proper depth and width, furnish tile and gravel at the Company's yards at Twin Falls, and drill such drainage wells as the Company believes necessary, and drill and blast such rock that cannot be handled with pick and shovel.

(6) That this contract is made for cooperation and division of expense only. That the Company does not in any wise admit or acknowledge that the seepage herein-before referred to or any part thereof, is the result of any neglect or other act or omission on the part of the Company, or that it is in any wise responsible for the reclamation of same, or that the Company in any way admits or acknowledges a liability on account of same, or liability or responsibility to install the said, or any system of drainage, or the right of the owner to damage.

(7) That should a flow of water be obtained by reason of said wells and tile drains, the same shall be subject to the use of the Company for irrigation, and the owner will grant to the Company a free easement and right of way for ditches or water-

AGREEMENT, DRAINAGE BY COOPERATION, (Continued).

(7. Cont'd). ways necessary to convey such waters to the place or places desired by the Company in order to utilize or dispose of the same.

(8) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the first party has set hand and the second party has caused the same to be executed by the hand of its Assistant Secretary.

BY

TWIN FALLS CANAL COMPANY.

BY

STATE OF IDAHO

COUNTY OF TWIN FALLS

SS.

On this 21st day of January, 1924, before me, L. H. Perrine, a Notary Public in and for said County and State, personally appeared W. O. Taylor, known to me to be the person whose name is subscribed to the within instrument as the Assistant Secretary of the Twin Falls Canal Company, and acknowledged to me that he subscribed the name of the Twin Falls Canal Company thereto as principal, and his own name as Assistant Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.

My commission expires, 19

L. H. Perrine Notary Public.

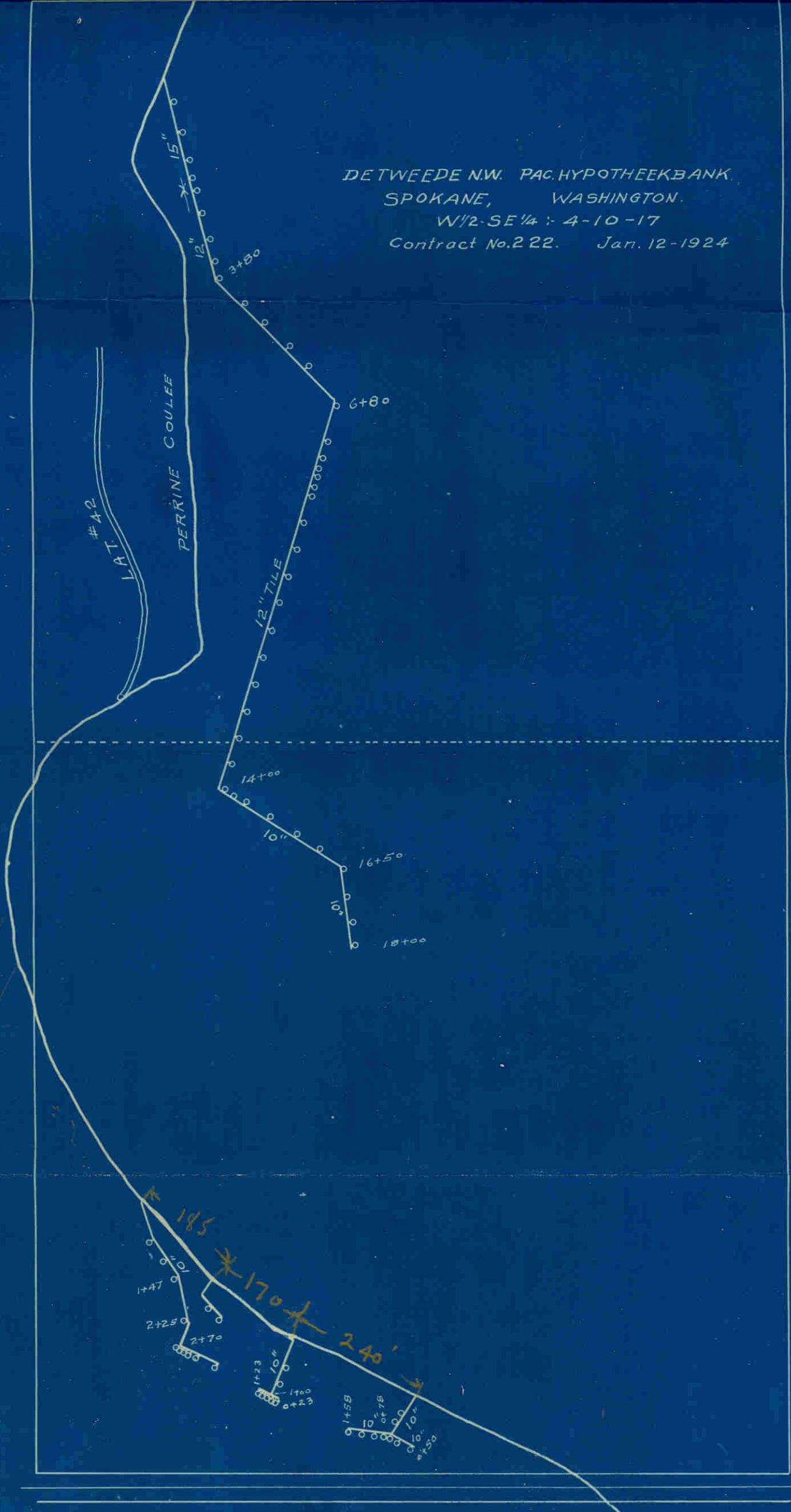
State of Washington, } ss.
County of Spokane, }

This Certifies, That on this 17th day of January, A. D. 1924, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FREDRIK ROBERT INSINGER, to me known to be the Director and Attorney-in-Fact of the DE TWEDE NORTHWESTERN AND PACIFIC HYPOTHEEK BANK, the corporation described in and that executed the within and foregoing instrument, and he acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for and in the name of said corporation, and that the seal affixed thereto as such is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington, residing at Spokane, Washington.

DETWEDE NW. PAC. HYPOTHEEK BANK
SPOKANE, WASHINGTON.
W 1/2-SE 1/4 : 4-10-17
Contract No. 222. Jan. 12-1924



Received

Eligible pay

QUANTITY	DESCRIPTION OF COMMODITY	A	UNIT	COPIES	AMOUNT
5		10	OK		
10		10	OK		
10		1146	OK		
103		107	OK	70	
68		80	OK	90	
		44	OK	104	
		104			
					118
					177
					104

Please sign over the following and certificate to

General
 Staff
 Lt. John B. King

17
 11
 8
 5
 5
 2
 2
 5

DVLE

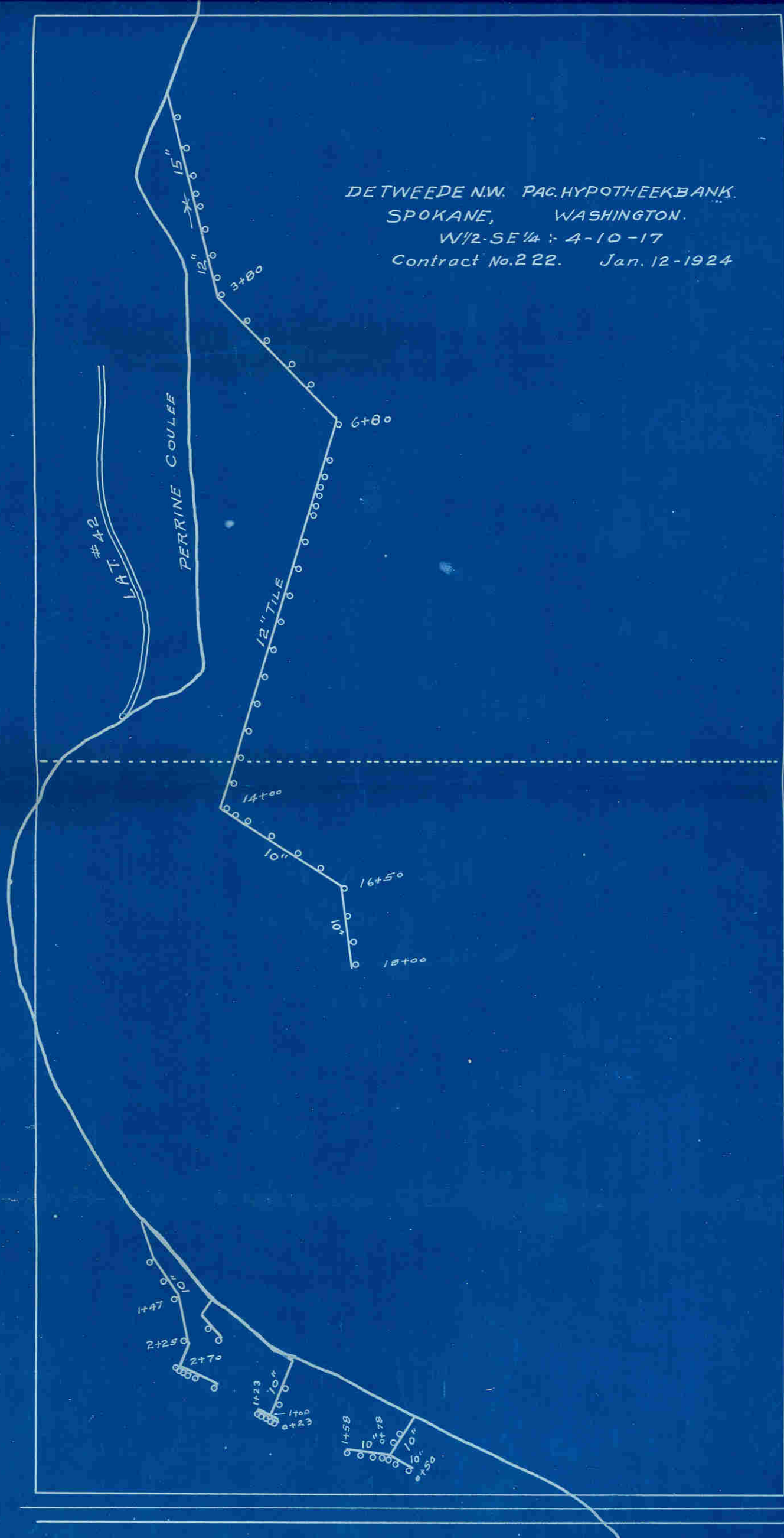
9/3/32
 Cleaned & Located
 Lines
 Route

MVLKBYVNDZCBBYK ISEONPBYLION
 LEMK EUTIS CVNYT CQZBYVZK

40-40

40-42

DETWEEDE N.W. PAC. HYPOTHEEK BANK
 SPOKANE, WASHINGTON.
 W 1/2-SE 1/4 - 4-10-17
 Contract No. 222. Jan. 12-1924



42
LAT.

PERRINE COULEE

12" TILE

15"

12"

3+80

6+80

14+00

10"

16+50

10"

18+00

1+47

2+250

2+70

1+23

10"

1+00

2+23

1+58

10"

2+78

10"

2+50